

Exhibit B

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17 Attorneys for Plaintiff
18 **PACIFIC GAS AND ELECTRIC COMPANY**

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

20 **FOR THE COUNTY OF PLACER**

21 **PACIFIC GAS AND ELECTRIC**
22 **COMPANY, a California corporation,**

23 Plaintiff,

24 vs.

25 **DF PROPERTIES, a California**
26 **corporation; GARY SHARP; DOES 1**
27 **through 30, inclusive; and ALL PERSONS**
28 **UNKNOWN CLAIMING AN INTEREST**
IN THE PROPERTY DESCRIBED IN
THE COMPLAINT,

Defendants.

CASE NO. SCV0035649

SECOND AMENDED COMPLAINT IN
EMINENT DOMAIN

APNs : 498-010-020, 498-010-019,
498-010 -015, formerly 017-151-027 and
017-151-029 (Portion)

Plaintiff PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") alleges as follows:

1. PG&E is, and at all times herein mentioned was, a public utility and a corporation duly organized and existing under and by virtue of the laws of the State of California with its principal place of business in the City and County of San Francisco, State of California.

2. PG&E is informed and believes that DF Properties, a California corporation, is the

1 fee title owner of the property at issue herein, located in the County of Placer, State of California,
2 and designated as Assessor Parcel Numbers 498-010-020, 498-010-019, 498-010-015 (formerly
3 017-151-027 and 017-151-029) ("the Property").

4 3. PG&E is informed and believes Gary Sharp has or claims an interest in the
5 Property.

6 4. PG&E also names as defendants all persons unknown and claiming an interest in
7 the Property.

8 5. PG&E does not know the true names and capacities of DOES 1 to 30, inclusive,
9 nor the interests they have or claim to have in the Property. PG&E will ask leave to amend this
10 complaint to show the true names and capacities of said Does where ascertained.

11 6. PG&E does not name the City of Roseville as a defendant in this action as the City
12 of Roseville has confirmed it is not seeking any compensation from PG&E or the landowners as it
13 relates to this condemnation action and the areas subject to irrevocable offers of dedication to the
14 City. (See **Exhibit F** attached hereto.)

15 7. To meet growing demand for natural gas within the Sacramento Valley region,
16 improve public safety, ensure reliability, and increase automation of its natural gas delivery
17 system, PG&E has completed construction of two major new gas transmission pipelines -- Line
18 406 and Line 407 -- consisting of approximately 44 miles of 30-inch pipeline (the "Project"). The
19 Project also includes the construction of above ground facilities.

20 8. The Project crosses California's Central Valley in the counties of Yolo, Sutter,
21 Sacramento and Placer, serving some of the highest growth counties in California, with the
22 majority of projected new consumers located in this region.

23 9. The first phase of the Project, Line 406, consisted of approximately 14 miles of
24 pipeline for which land rights were acquired and construction was completed during 2011.

25 10. Construction of the Line 407 segment of the Project started in early 2016, and is
26 now finished. Line 407 extends from Line 406 and Line 172A in the town of Yolo, east to Line
27 123 in Roseville. The Line 407 portion of the Project provides major reinforcement to the
28 Sacramento Valley region by establishing an inter-tie from the backbone pipeline system, Line

SF #4817-4253-3743 v1

- 2 -

1 400 and Line 401, into the local gas transmission system (Line 123). As the Sacramento Valley
2 region reaches its capacity limits in 2017, the Project adds critical transmission capacity and
3 allows PG&E reliably to meet customer demands under conditions involving the highest demand
4 for natural gas, including Abnormal Peak Day ("ADP") and Cold Winter Day ("CWD")
5 conditions beginning in the 2017/2018 heating season and continuing thereafter. The new lines
6 also improve public safety, ensure reliability, and increase automation of the natural gas delivery
7 system.

8 11. PG&E complied with an extensive CEQA permitting process and obtained the
9 authorization necessary for construction of the Project by the Lead Agency overseeing the
10 Project, the California State Lands Commission. The State Lands Commission issued its
11 Amended Final EIR for the Project on November 16, 2009. The approval was issued after years
12 of applications, review, public comment, and public hearings. PG&E acquired all necessary
13 permits and approvals from the agencies listed below for construction of the Project:

- 14 • California State Lands Commission
- 15 • National Oceanic and Atmospheric Administration
- 16 • Army Corps of Engineers
- 17 • United State Fish and Wildlife Services
- 18 • California Department of Fish and Game (fully approved and permitted).

19 12. PG&E seeks to acquire by eminent domain for the Project the following property,
20 property rights and property interests (collectively, "Property Interests") in the Property,
21 excepting therefrom as much of the Property as lies within the boundaries of streets, highways or
22 other public easements subject to an easement or prescriptive right of the public for use for such
23 purposes:

- 24 (a) To excavate for, install, replace (of the initial or any other size), maintain and use
25 such pipelines as PG&E shall from time to time elect for conveying gas, with
26 necessary and proper valves and other appliances and fittings, and devices for
27 controlling electrolysis for use in connection with said pipelines, and such
28 underground wires, cables, conduits, and other electrical conductors, appliances,

1 fixtures and appurtenances, as PG&E shall from time to time deem necessary for
2 communication purposes, together with adequate protection therefor, and also a right
3 of way within the easement area, described as EASEMENT No. 1 in **Exhibit A**, and
4 shown on **Exhibit B** (hereinafter the "Pipeline Easement").

5 (b) An exclusive easement and right of way to construct, install, replace (of the initial
6 or any other size), maintain and use such valves and other devices and equipment as
7 PG&E shall from time to time deem necessary for metering, regulating and
8 discharging gas into the atmosphere within, to install concrete curbing on, to cover
9 with bitumastic pavement and to enclose with a fence, the hereinafter described parcel
10 of Land ("Valve Lot") lying within the Property and described as EASEMENT No. 2
11 in **Exhibit A**, and shown on **Exhibit B**, which Exhibits A and B are incorporated
12 herein as though set forth in full by this reference.

13 (c) A permanent Non Exclusive Access Easement ("Access Easement") for ingress to
14 and egress from the hereinbefore described Valve Lot together with the right to install
15 concrete paving blocks and grass, to cover with bitumastic pavement, to install
16 decorative planters with vegetation, to construct temporary fencing, store material,
17 construct, reconstruct, maintain drainage, operate equipment and perform any other
18 activities associated with the operation and maintenance of said Valve Lot and
19 Pipeline Easement within the parcel of land lying within the Property and described
20 as EASEMENT No. 3 in **Exhibit A** and shown on **Exhibit B** attached hereto and
21 made a part hereof.

22 (d) The right of ingress to and egress from said Pipeline Easement, Valve Lot and
23 Access Easement over and across the Property by means of roads and lanes thereon, if
24 such there be, otherwise by such route or routes as shall occasion the least practicable
25 damage and inconvenience to Defendants, provided, that such right of ingress and
26 egress shall not extend to any portion of the Property which is isolated from the
27 Pipeline Easement, Valve Lot, and Access Easement by any public road or highway,
28 now crossing or hereafter crossing the Property.

1 (e) The right from time to time to trim and to cut down and clear away or otherwise
2 destroy any and all trees and brush now or hereafter on the Pipeline Easement, Valve
3 Lot, and Access Easement and to trim and to cut down and clear away any trees on
4 either side of the Pipeline Easement, Valve Lot, and Access Easement which now or
5 hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder
6 by reason of the danger of falling thereon, or may interfere with the exercise of
7 PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby
8 authorized to cut and remove, if valuable for timber or wood, shall continue to be the
9 property of Defendants, but all branches, brush, and refuse wood shall be burned,
10 removed, or chipped and scattered by PG&E.

11 (f) The right to use such portion of the Property contiguous to the Pipeline Easement
12 as may be reasonably necessary in connection with the installation and replacement of
13 said facilities.

14 (g) The rights to install, maintain, and use gates in all fences which now cross or shall
15 hereafter cross the Pipeline Easement.

16 (h) The right to mark the location of the Pipeline Easement by suitable markers set in
17 the ground; provided that said markers shall be placed in fences or other locations
18 which will not interfere with any reasonable use Defendants shall make of the Pipeline
19 Easement.

20 (i) The temporary right to use as a pipeline preparation area and for working strips
21 and laydown and staging areas, including the right to place and operate construction
22 equipment thereon, the area outlined by the heavy dashed lines and cross hatched on
23 Exhibit A sheets 1 and 2 of 3 and Exhibit A, sheet 1 of 1, attached hereto as **Exhibit**
24 **C**, which exhibit is incorporated herein by this reference, and thereon designated TCE.

25 (j) The temporary right to use as an access road the area outlined by the heavy dashed
26 lines and cross hatched on Exhibit A sheet 3 of 3 attached hereto as **Exhibit C**, which
27 exhibit is incorporated herein by this reference, and thereon designated Temporary
28 Access Road.

1 (k) The temporary right to use for working, pipe line preparation, hydro testing,
2 laydown and staging areas, including the right to locate construction trailers and
3 construction equipment including parking vehicles thereon, and the temporary right to
4 enclose with a fence, the area outlined in a heavy dashed line on Drawing 1291 of
5 **Exhibit C** attached hereto and made a part hereof.

6 (k) The Property Interests are fully described in the Easement Deed and Temporary
7 Construction Easements, **Exhibits D and E** hereto, respectively, which are
8 incorporated herein by this reference.

9 13. PG&E is, and at all times mentioned herein has been, authorized to exercise the
10 power of eminent domain to acquire property for public use under the statutory authority set forth
11 in Public Utilities Code section 613 and Code of Civil Procedure sections 1230.010 *et seq.* and
12 1240.010 *et seq.*, and also under the California Constitution, Article I, Section 19. Exercise of
13 this power is proper in this case for the following reasons:

14 (a) The public interest and necessity require construction and operation of the
15 Project to provide natural gas to the service area in which the Project is located.

16 (b) The Project is planned and located in the manner that will be most
17 compatible with the greatest public good and least private injury.

18 1. (c) The Property Interests are necessary for the Project.

19 14. PG&E has attempted without success to negotiate the purchase of the Property
20 Interests. In addition, PG&E has offered to pay the reasonable costs, not to exceed five thousand
21 dollars (\$5,000), of an independent appraisal ordered by the owner, and conducted by an
22 appraiser licensed by the Office of Real Estate Appraisers, as required under Code of Civil
23 Procedure section 1263.025.

24 **WHEREFORE**, PG&E prays judgment that:

25 1. The Property Interests be condemned to PG&E's use for the purposes set forth in
26 this Amended Complaint;

1 2. Defendants be required to set forth the nature of their title, interest and claim in
2 and to the lands herein sought to be condemned, and that the same be determined by this Court
3 and condemned to PG&E's use;

4 3. Just compensation for such taking and any damages or benefits incidental thereto
5 be ascertained, assessed and awarded as provided by law;

6 4. The reasonable value of all liens and encumbrances, if any, against the Property be
7 ascertained, deducted from said judgment and be ordered paid to the persons thereunto entitled;

8 5. Such other and further relief as the Court may deem proper.
9

10 DATED: September 13, 2018

BURKE, WILLIAMS & SORENSEN LLP


11 By: 
12 Steven D. Roland
13 Randall G. Block
14 Nora E.B. Wetzel
15 Kara L. DiBiasio
16 Attorneys for Plaintiff
17 PACIFIC GAS AND ELECTRIC COMPANY
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23
24
25
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27
28

EXHIBIT A

LD 2111-05-0102

2008086 (JCN 06-05-033) 09 08 14

Line 407 – Phase 1

EXHIBIT "A"

EASEMENTS

LANDS:

The parcels of land described and designated PARCEL ONE and PARCEL TWO in the deed from ROSEVILLE RESIDENTIAL PROPERTIES, LTD., a California limited partnership to D F PROPERTIES, a California corporation dated August 21, 1987 and recorded in Book 3253 of Official Records at page 693, Placer County Recorder, State of California.

EASEMENT No. 1 (Pipeline)

A strip of land being a uniform width of 50.00 feet extending from the westerly boundary line of said PARCEL TWO, easterly to the westerly boundary line of an easement from DF Properties to Pacific Gas and Electric company, dated February 15, 2006 and recorded as Recorder's Serial Number 2006-0025101 and lying 50.00 feet southerly of the line described as follows:

Beginning at a point in the westerly boundary line of said PARCEL TWO and running thence

- (1) north 89°21'09" east approximately 2456.28 feet to a point which bears north 87°20'03" west 1537.82 feet from a 2-1/4" Brass Disc in a monument well at the intersection of Baseline Road and Fiddymont Road, said disc bears north 89°16'36" east 9736.09 feet from a railroad spike at Baseline Road and Watt Avenue as shown on the record of survey filed for record in Book 18 of Surveys, at Page 55 in the office of the Placer County Recorder; thence
- (2) north 84°08'36" east 53.71 feet; thence
- (3) north 87°50'32" east 279.59 feet; thence
- (4) north 88°40'32" east 148.35 feet; thence
- (5) north 89°30'32" east approximately 934.28 feet to a point in the westerly boundary line of said Pacific Gas and Electric company easement dated February 15, 2006.

EXCEPTING THEREFROM any portions of the above described real property granted to the City of Roseville by Grant Deed, right-of-way for road purposes recorded on July 16, 2012 in Document No. 2012-0062886 Official Records of Placer County, State of California. Containing 0.042 acres of land more or less.

Containing 4.403 acres of land more or less.

EASEMENT No. 2 (Valve Lot)

Beginning at a point in the westerly boundary line of said PARCEL TWO and the northerly boundary line of the hereinbefore described Easement No. 1 and running thence

- (1) north $00^{\circ}18'27''$ east 155.15 feet along said westerly boundary line to the herein referred to PT. 'A'; thence leaving said westerly boundary line
- (2) south $89^{\circ}38'28''$ east 47.21 feet; thence
- (3) south $00^{\circ}21'32''$ west 154.33 feet to the northerly boundary line of the hereinbefore described Easement No. 1; thence
- (4) south $89^{\circ}21'09''$ west 47.07 along said northerly boundary line of the hereinbefore described Easement No. 1 to the point of beginning.

Containing 0.167 acres of land more or less.

EASEMENT No. 3 (Access Easement)

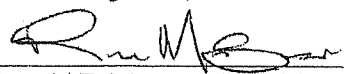
Beginning at a point in the westerly boundary line of said PARCEL TWO at the hereinbefore referred to PT. 'A' and running thence

- (1) north $00^{\circ}18'27''$ east 45.28 feet along the westerly boundary line of said PARCEL TWO to a point of non-tangent curvature; thence leaving said westerly boundary line of said PARCEL TWO
- (2) southeasterly from a radial line which bears north $23^{\circ}48'47''$ east, along a curve to the right having a radius of 220.50 feet, through a central angle of $08^{\circ}56'25''$, an arc length of 34.41 feet to a point of reverse curvature; thence
- (3) along a curve to the left having a radius of 249.50 feet, through a central angle of $04^{\circ}29'01''$, an arc length of 19.52 feet; thence
- (4) south $00^{\circ}21'32''$ west 19.38 to the northerly boundary line of the hereinbefore described Easement No. 2; thence along said northerly boundary line of the hereinbefore described Easement No. 2
- (5) north $89^{\circ}38'28''$ west 47.21 to said westerly boundary line of PARCEL TWO and the point of beginning.

Containing 0.036 acres of land more or less.

The Basis of Bearings for this description is geodetic north derived from California State Plane Coordinates, CCS83, Zone 2. To obtain grid bearings, rotate the bearings shown hereon by $00^{\circ}01'51.6''$ counterclockwise. To obtain grid distances, multiply the distances shown hereon by 0.99990656. All units are U.S. Survey Feet.

Prepared By:
R.E.Y. Engineers, Inc.


Ronald E. Monsour, PLS 8474

Date: 8/02/2018

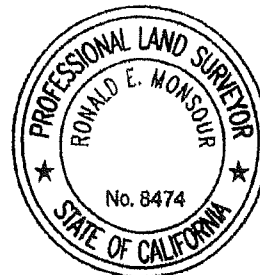
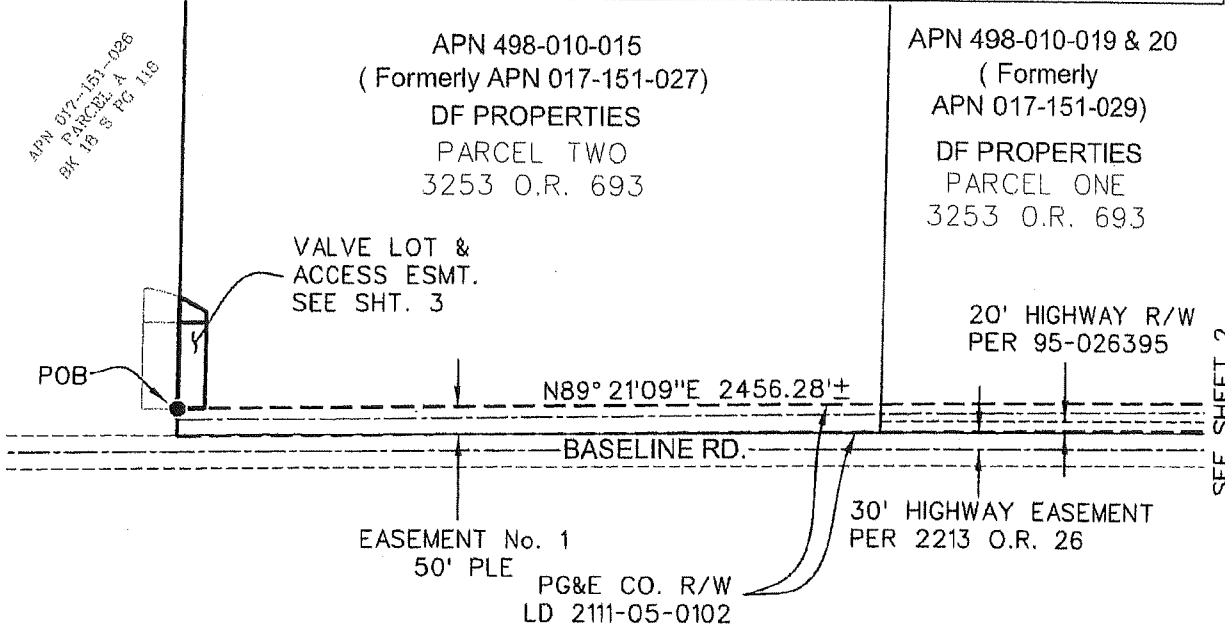
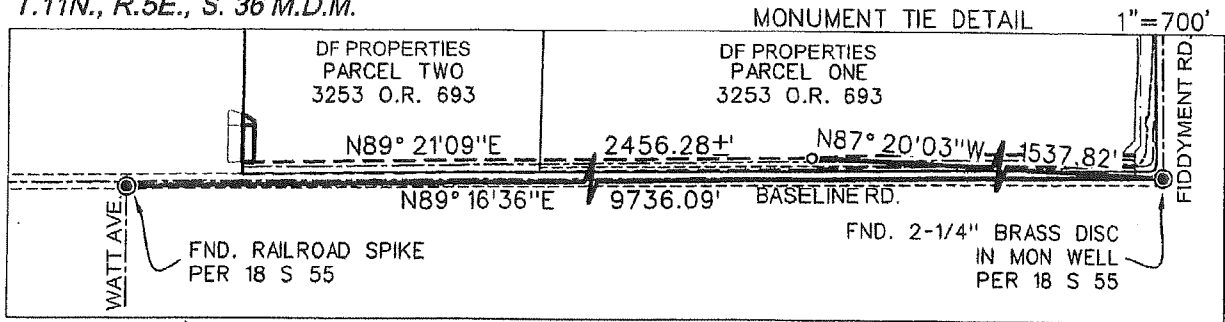


EXHIBIT B

CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.



EASEMENT INFORMATION

EASEMENT NO. 1 (PLE)	AREA = 4.403 ACRES +/-
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BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01' 51.6" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1"=300'

PLE = PIPELINE EASEMENT
POB = POINT OF BEGINNING



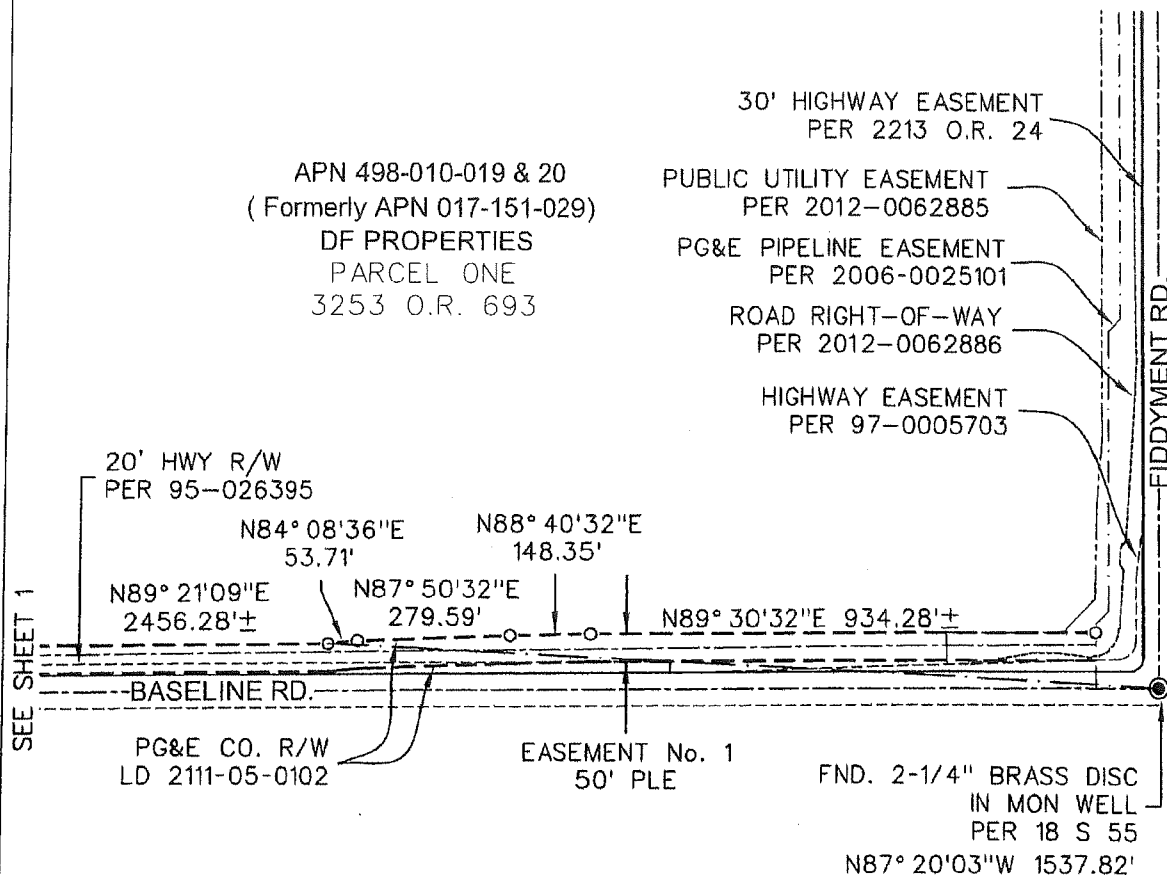
Scale 1"=300'
Date 8.02.2018
Drawn By RM
Checked By DPM2

EXHIBIT "B"
PIPELINE EASEMENT
LINE 407 ON DF PROPERTIES
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N.	06-05-033
REG.	NORTHERN
PROJECT AUTH.	30603988
SHEET NO.	1 OF 3
DRAWING NUMBER	CHANGE

CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.B.&M.



EASEMENT INFORMATION

EASEMENT NO. 1 (PLE)	AREA = 4.403 ACRES +/-
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BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01' 51.6\"



8/02/2018

SCALE: 1\"=300'

PLE = PIPELINE EASEMENT
POB = POINT OF BEGINNING

REY. ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
9015 SUTTER STREET, SUITE 200, SACRAMENTO, CA 95820
TEL: 916.486.0710 FAX: 916.486.0711



EXHIBIT "B" PIPELINE EASEMENT

LINE 407 ON DF PROPERTIES

PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.

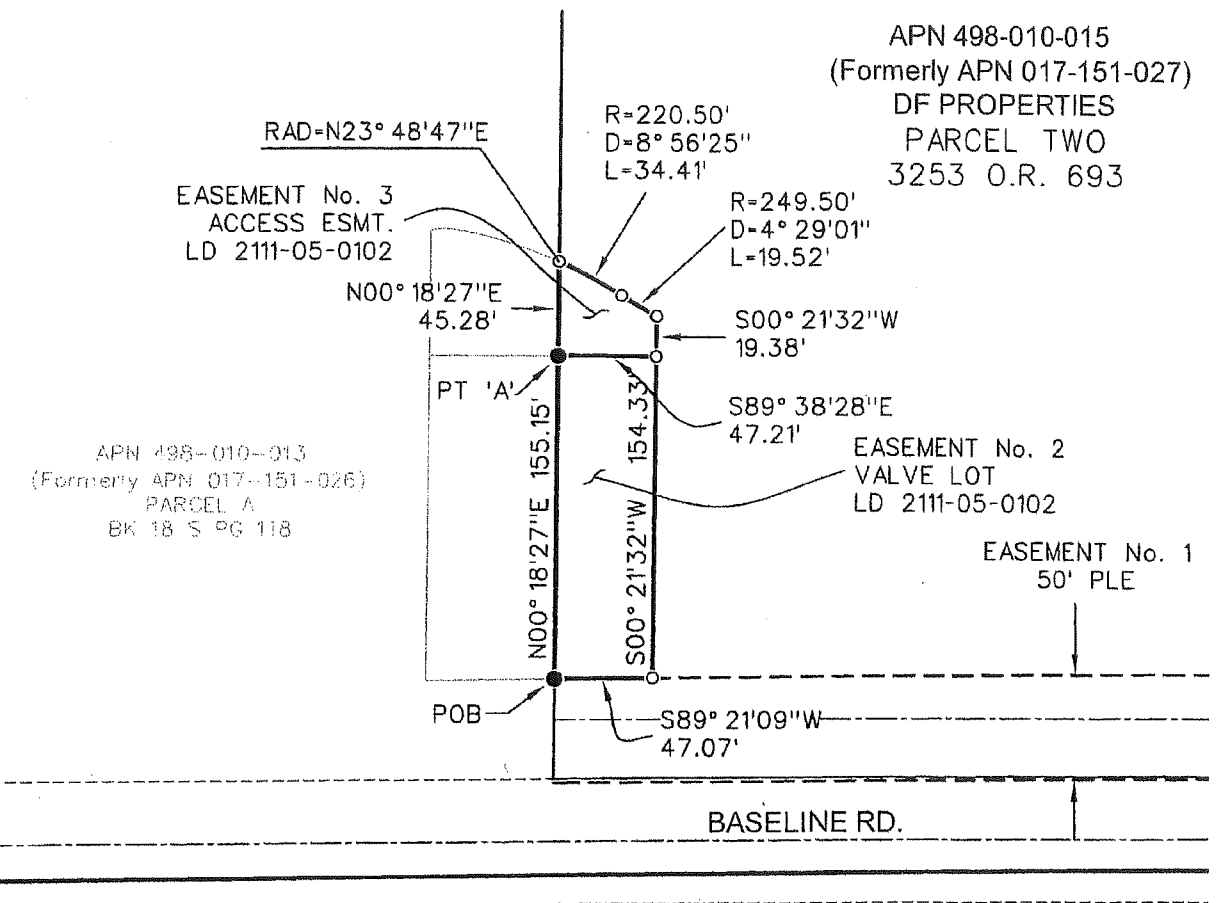


J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988

SHEET NO. 2 OF 3
DRAWING NUMBER CHANGE

Scale 1\"=300'
Date 8.02.2018
Drawn By RM
Checked By DPM2

CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.B.&M.



EASEMENT INFORMATION

EASEMENT No. 2 (VALVE LOT)	AREA = 0.167 ACRES +/-
EASEMENT No. 3 (ACCESS)	AREA = 0.036 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.6\"



SCALE: 1\"

PLE = PIPELINE EASEMENT
POB = POINT OF BEGINNING

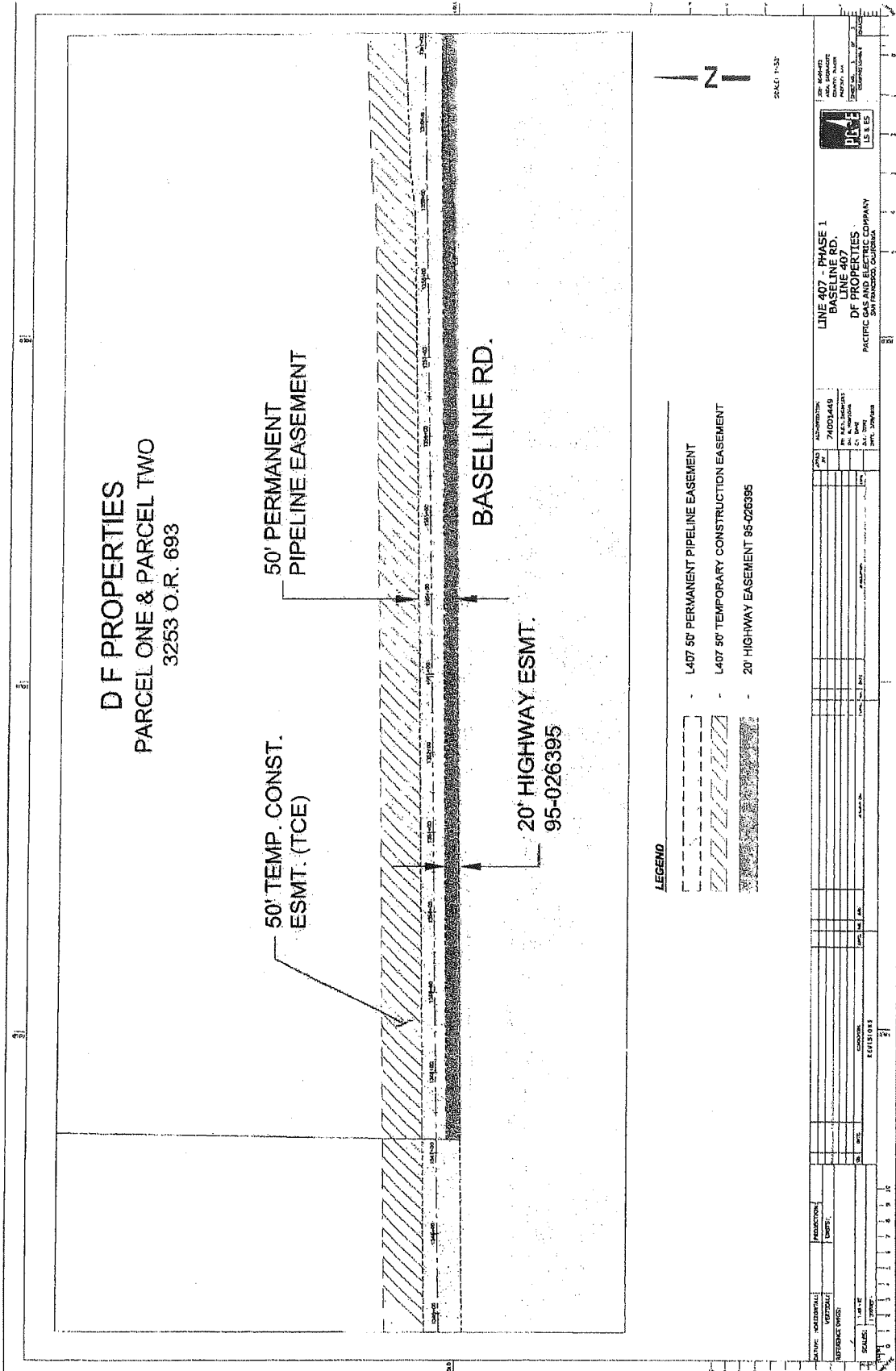
REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
4215 5TH STREET, SUITE 200, SACRAMENTO, CA 95811
(916) 366-3000 / (916) 366-3772

Scale 1\"

EXHIBIT "B"
VALVE LOT & ACCESS EASEMENT
LINE 407 ON DF PROPERTIES
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988
SHEET NO. 3 OF 3
DRAWING NUMBER CHANGE



LEGEND

- L407 50' PERMANENT PIPELINE EASEMENT
- L407 50' TEMPORARY CONSTRUCTION EASEMENT
- 20' HIGHWAY EASEMENT 95-026395

DATE: 04/02/19		PROJECT: 19-30088	
DRAWN BY: J. L. L.		CHECKED BY: J. L. L.	
SCALE: 1" = 100'		EASTING: 1000000	
NORTHING: 1000000		SHEET: 1 OF 1	
LINE 407 - PHASE 1 BASELINE RD. LINE 407 DF PROPERTIES PACIFIC GAS AND ELECTRIC COMPANY SAN FRANCISCO, CALIFORNIA			
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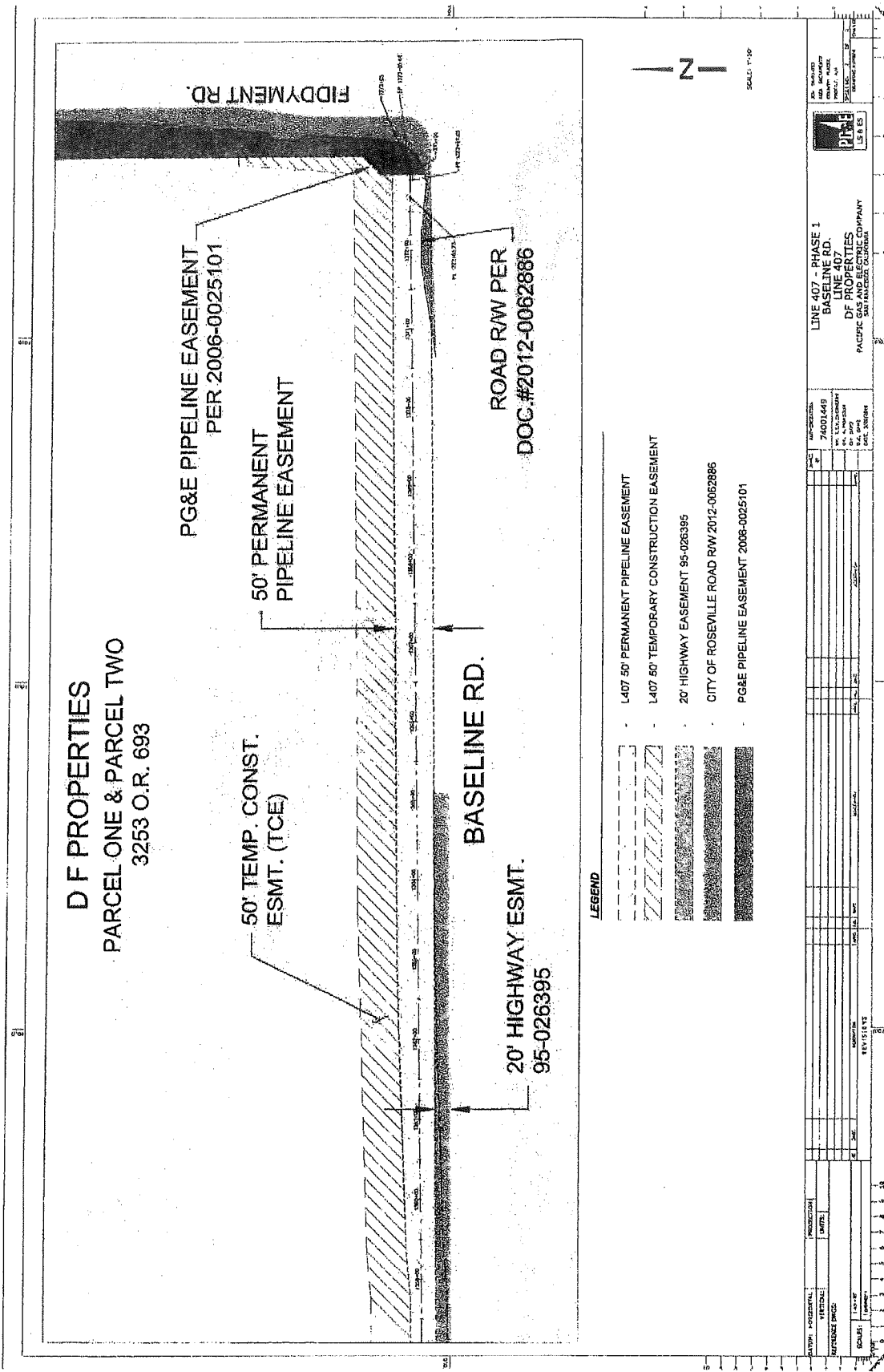
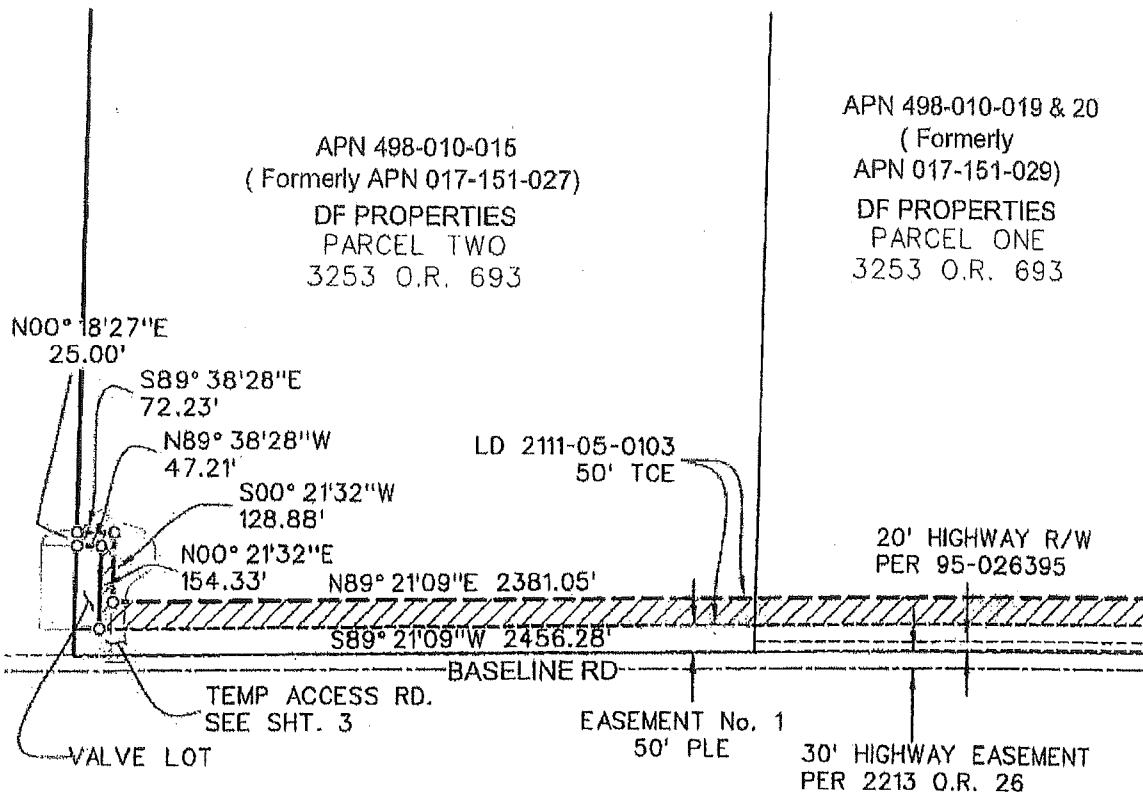


EXHIBIT C

CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.



SEE SHEET 2

EASEMENT INFORMATION

TCE	AREA = 4.538 ACRES +/-
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BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0°01'51.8\"



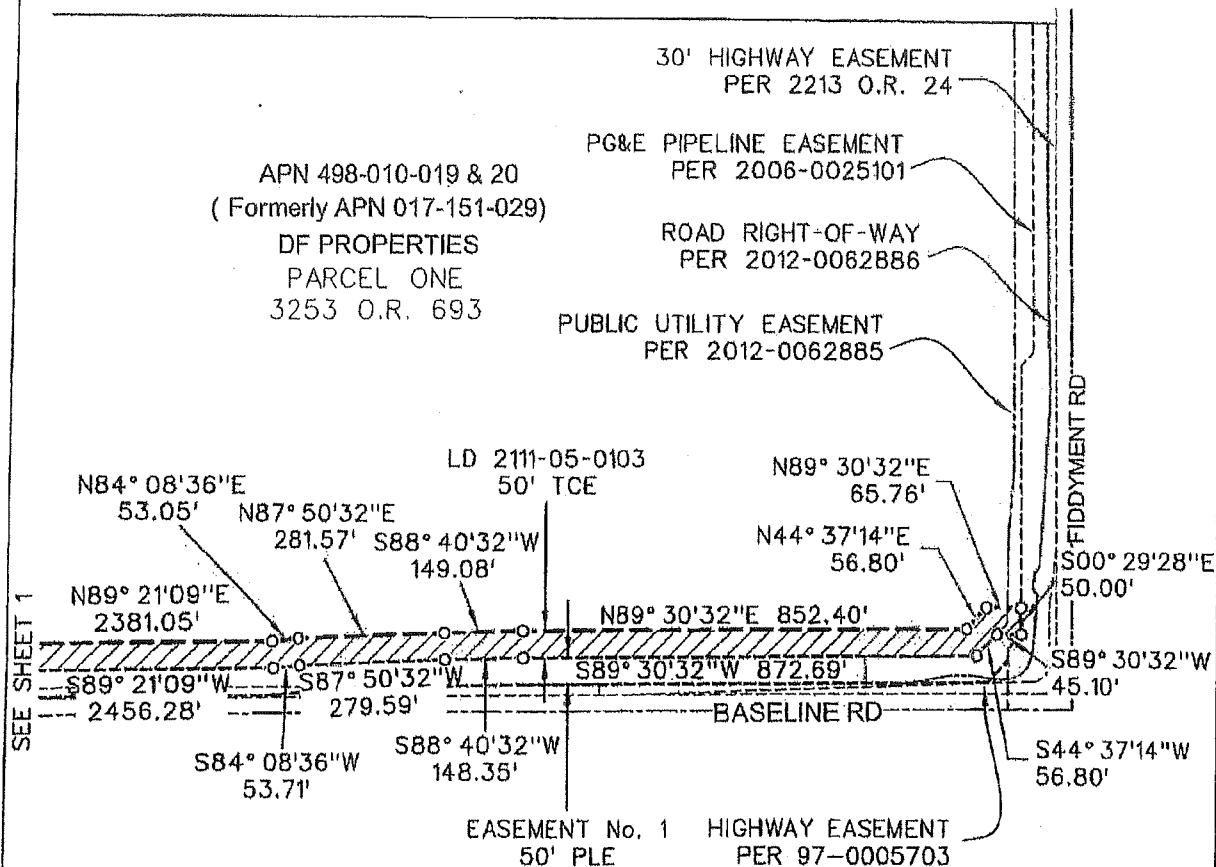
1/22/2018

SCALE: 1\"=300'

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

<p>REY ENGINEERS, INC. CIVIL ENGINEERS AND SURVEYORS 10325 FORTY SECOND STREET, SUITE 100 ROSEVILLE, CA 95747-1000 TEL: (916) 781-1100 FAX: (916) 781-1101</p> <p>Scale: 1\"=300' Date: 1.19.2018 Drawn By: RM Checked By: DPM</p>	<p>EXHIBIT "A"</p> <p>TEMPORARY CONSTRUCTION EASEMENT</p> <p>LINE 407 ON DF PROPERTIES</p> <p>PACIFIC GAS AND ELECTRIC COMPANY</p> <p>SACRAMENTO CAL.</p>	<p>J.C.N. 06-05-033 REG. NORTHERN PROJECT AUTH. 30603988</p> <p>SHEET NO. 1 OF 3</p> <table border="1"> <tr> <td>DRAWING NUMBER</td> <td>CHANGE</td> </tr> </table>	DRAWING NUMBER	CHANGE
DRAWING NUMBER	CHANGE			

CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.



EASEMENT INFORMATION

TCE	AREA = 4.538 ACRES +/-
-----	------------------------

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01'51.6\" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.99990656. ALL UNITS ARE U.S. SURVEY FEET.

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
1015 17th STREET, SUITE 202, SACRAMENTO, CA 95811
TEL: (916) 754-0000 FAX: (916) 754-0001



Scale: 1"=300'
Date 1.19.2018
Drawn By RM
Checked By DPM

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
LINE 407 ON DF PROPERTIES
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.

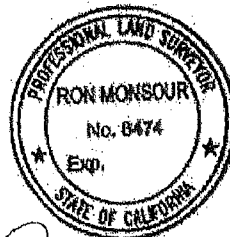
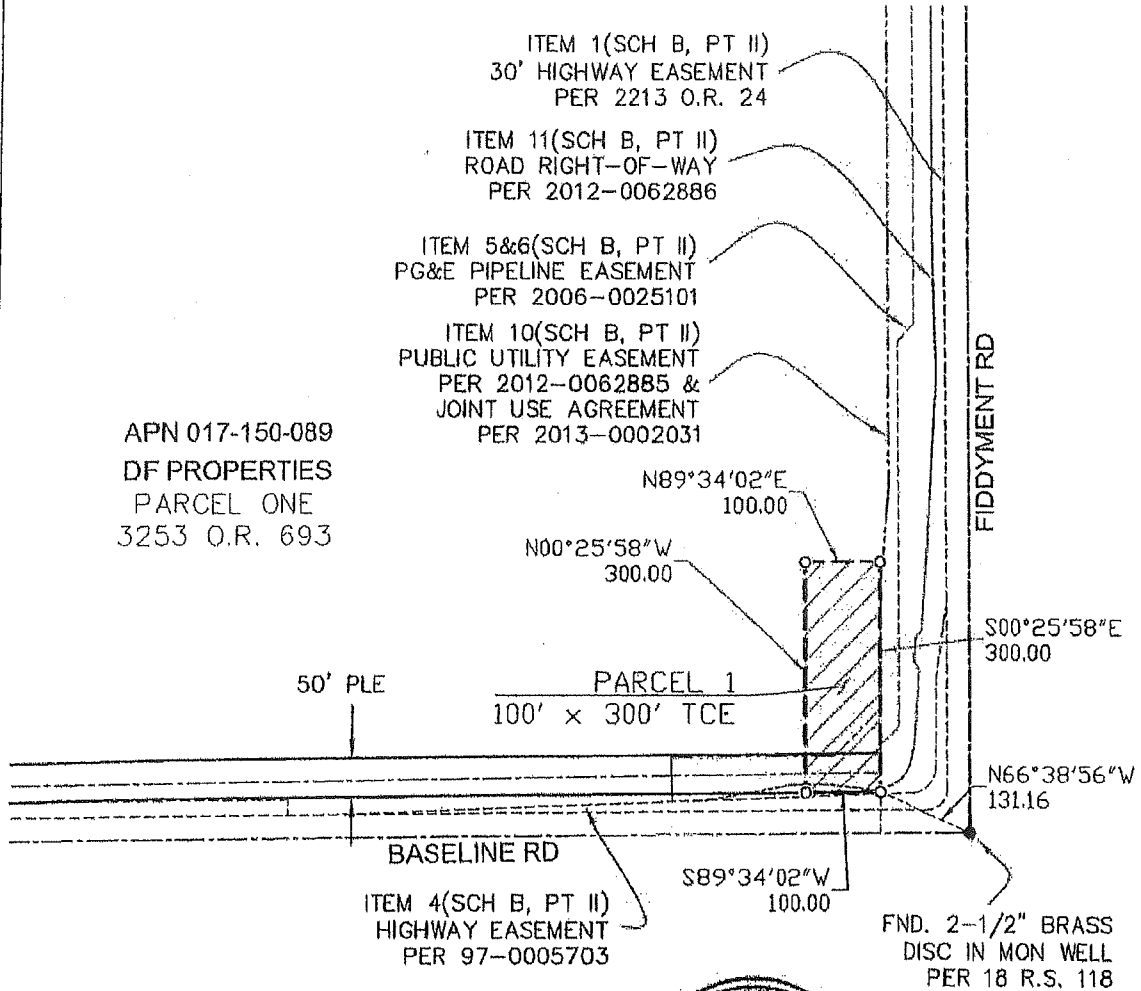


1/22/2018

SCALE: 1"=300'

J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30803988
SHEET NO. 2 OF 3
DRAWING NUMBER CHANGE

PLACER COUNTY
T.11N., R.5E., S. 36 M.D.B.&M.



EASEMENT INFORMATION

PARCEL 1 | AREA = 0.689 ACRES

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

SCALE: 1"=200'

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
REGISTERED PROFESSIONAL ENGINEERS
1000 10TH STREET, SUITE 200, SACRAMENTO, CA 95811
TEL: 916.335.0000 FAX: 916.335.0001



Scale: 1"=200'
Date 5.05.15
Drawn By RM
Checked By DPM

EXHIBIT "A-1"
TEMPORARY CONSTRUCTION EASEMENT
LINE 407 ON DF PROPERTIES
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.

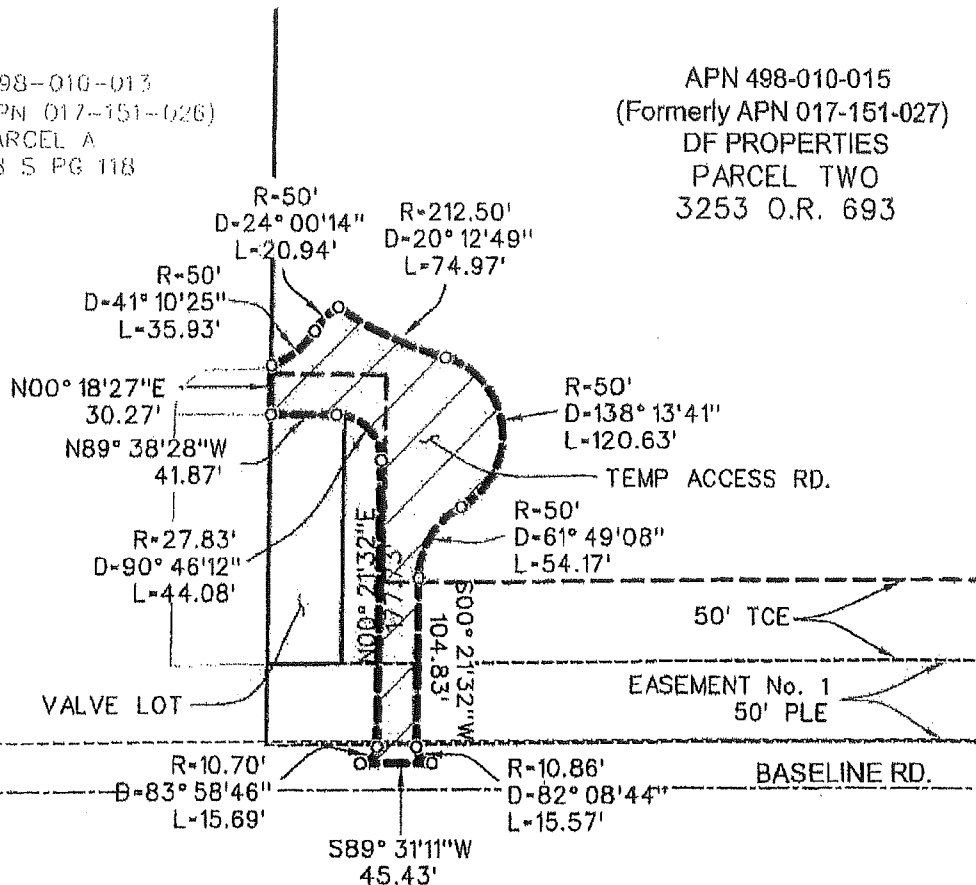


J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30682530
SHEET NO. 1 OF 1
DRAWING NUMBER SL-1291
CHANGE

**CITY OF ROSEVILLE
COUNTY OF PLACER
T.11N., R.5E., S. 36 M.D.M.**

APN 498-010-013
(Formerly APN 017-151-026)
PARCEL A
BK 18 S PG 118

APN 498-010-015
(Formerly APN 017-151-027)
DF PROPERTIES
PARCEL TWO
3253 O.R. 693

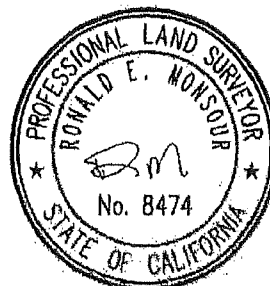


EASEMENT INFORMATION

TEMPORARY ACCESS RD. AREA = 0.340 ACRES +/-

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS GEODETIC NORTH DERIVED FROM CALIFORNIA STATE PLANE COORDINATES, CCS83, ZONE 2. TO OBTAIN GRID BEARINGS, ROTATE THE BEARINGS SHOWN HEREON BY 0° 01' 51.6\" COUNTERCLOCKWISE. TO OBTAIN GRID DISTANCES, MULTIPLY THE DISTANCES SHOWN HEREON BY 0.999990656. ALL UNITS ARE U.S. SURVEY FEET.



SCALE: 1\"=300'

PLE = PIPELINE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

REY ENGINEERS, INC.
CIVIL ENGINEERS AND SURVEYORS
105 SOUTH STREET, SUITE 100, FOLSOM, CA 95630
(916) 930-1000 FAX (916) 930-1001



Scale: 1\"=300'
Date 1.19.2018
Drawn By RM
Checked By DPM

EXHIBIT "A"
TEMPORARY ACCESS ROAD
LINE 407 ON DF PROPERTIES
PACIFIC GAS AND ELECTRIC COMPANY
SACRAMENTO CAL.



J.C.N. 06-05-033
REG. NORTHERN
PROJECT AUTH. 30603988
SHEET NO. 3 OF 3
DRAWING NUMBER CHANGE

EXHIBIT D

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____
☐ This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2111-05-0102

EASEMENT

2008086 (06-05-033) 09 08 14
LINE 407 PHASE 1

D F PROPERTIES, a California corporation,

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called PG&E, the adequacy and receipt whereof are hereby acknowledged, hereby grants to PG&E the right at any time, and from time to time, to excavate for, install, replace (of the initial or any other size), maintain and use such pipelines as PG&E shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipelines, and such underground wires, cables, conduits, and other electrical conductors, appliances, fixtures and appurtenances, as PG&E shall from time to time deem necessary for communication purposes, together with adequate protection therefor, and also a right of way, within the strip of land ("Pipeline Easement") lying within Grantor's lands which are situate in the county of Placer, state of California, and are described as follows:

(APN 498-010-020, 498-010-019, 498-010-015 formerly APN 017-151-027, 017-151-029)

The parcel of land described and designated LANDS on EXHIBIT "A", attached hereto and made a part hereof, excepting therefrom as much of the land as lies within the boundaries of streets, highways or other public easements subject to an easement or prescriptive right of the public for use for such purposes.

The aforesaid strip of land ("Pipeline Easement") is described as follows:

The parcel of land described and designated EASEMENT No. 1 in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and made a part hereof.

Grantor also grants to PG&E, an exclusive easement and right of way to construct, install, replace (of the initial or any other size), maintain and use such valves and other devices and equipment as PG&E shall from time to time deem necessary for metering, regulating and discharging gas into the atmosphere within, to install concrete curbing on, to cover with bitumastic pavement and to enclose with a fence, the hereinafter described parcel of land ("Valve Lot") described as follows:

The parcel of land described and designated EASEMENT No. 2 in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and made a part hereof.

Grantor also grants to PG&E a permanent Non-Exclusive access easement ("Access Easement") for ingress to and egress from the hereinbefore described Valve Lot together with the right to install concrete paving blocks and grass, to cover with bitumastic pavement, to install decorative planters with vegetation, to construct temporary fencing, store material, construct, reconstruct, maintain drainage, operate equipment and perform any other activities associated with the operation and maintenance of said Valve Lot and Pipeline Easement within the parcel of land described as follows:

The parcel of land described and designated EASEMENT No. 3 in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and made a part hereof.

Grantor further grants to PG&E:

(a) the right of ingress to and egress from said Pipeline Easement, Valve Lot and Access Easement over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from said Pipeline Easement, Valve Lot and Access Easement by any public road or highway, now crossing or hereafter crossing said lands;

(b) the right from time to time to trim and to cut down and clear away or otherwise destroy any and all trees and brush now or hereafter on said Pipeline Easement, Valve Lot and Access Easement and to trim and to cut down and clear away any trees on either side of said Pipeline Easement, Valve Lot and Access Easement which now or hereafter in the opinion of PG&E may be a hazard to the facilities installed hereunder by reason of the danger of falling thereon, or may interfere with the exercise of PG&E's rights hereunder; provided, however, that all trees which PG&E is hereby authorized to cut and remove, if valuable for timber or wood,

shall continue to be the property of Grantor, but all branches, brush, and refuse wood shall be burned, removed, or chipped and scattered by PG&E;

(c) the right to use such portion of said lands contiguous to said Pipeline Easement as may be reasonably necessary in connection with the installation and replacement of said facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross said Pipeline Easement; and

(e) the right to mark the location of said Pipeline Easement by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of said Pipeline Easement.

PG&E hereby covenants and agrees:

(a) not to fence said Pipeline Easement;

(b) to promptly backfill any excavations made by it on said Pipeline Easement and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of PG&E or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use said Pipeline Easement for purposes which will not interfere with PG&E's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction within said Pipeline Easement, or diminish or substantially add to the ground cover over said facilities, or construct any fences that will interfere with the maintenance and operation of said facilities. No trees or vines will be planted, or associated supporting structures will be located, within 10 feet of the centerline of the pipeline(s) within the easement area.

Grantor agrees that PG&E has the exclusive use of said Valve Lot and further agrees not to grant any easement or easements on, under or over said Valve Lot without the written consent of PG&E.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20_____.

D F PROPERTIES, a California corporation

By _____

By _____